

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: LISA GREEN-HARVEY, : **CHAPTER 13**
: **CASE NO.: 22-10756-amc**
Debtor, :

MOTION FOR PERMISSION TO APPROVE A LOAN MODIFICATION

Debtor, Lisa Green-Harvey, files the forgoing Motion for Permission to Approve a Loan Modification, and avers as follows:

1. Debtor filed his case on March 28, 2022.
2. The debtor owns property at 1219 W. 68th Avenue, Philadelphia, PA 19126.
Selene Finance maintains a mortgage against the subject property.
3. The debtor has been approved for a loan modification. However, the lender requires court permission.
4. The loan modification is in the best interest of the debtor, as the arrears will be capitalized. A copy of the loan modification is attached hereto as Exhibit "A".
5. The plan and schedules were modified to reflect the modification.
6. Based on the above, debtor requests permission.

WHEREFORE, Debtor requests that the attached order be granted.

October 25, 2022

Respectfully Submitted,

/s/ Michelle Lee
Michelle Lee, Esquire
Dilworth Paxton LLP
1500 Market Street
Suite 3500E
Philadelphia, PA 19102

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LISA GREEN-HARVEY, : **CHAPTER 13**
: **CASE NO.: 22-10756-amc**
Debtor, :

**NOTICE FOR DEBTOR'S MOTION FOR PERMISSION TO APPROVE A
LOAN MODIFICATION**

Debtor Lisa Green-Harvey has filed a Motion for Permission to Approve a Loan Modification with this Court. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)**

If you want the Court to consider your views on the Motion, then on or before 11/22/22, you or your attorney must:

File with the court a written response at:

U.S. Bankruptcy Court
900 Market Street
Philadelphia, PA 19107
Attn: Bankruptcy Clerk

If you mail your response to the court for filing, you must mail it early enough so the court will receive it on or before the date stated above.

You must mail a copy to:

Michelle Lee, Esquire
Dilworth Paxton LLP
1500 Market Street, Suite 3500E
Philadelphia, PA 19102

You or your attorney must attend the hearing scheduled to be held on **11/29/22 at 11:00AM, VIA TELEPHONE CONFERENCE.** If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

Dated: October 25, 2022

Respectfully Submitted,

/s/ Michelle Lee
Michelle Lee, Esquire
Dilworth Paxton LLP
1500 Market Street
Suite 3500E
Philadelphia, PA 19102

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LISA GREEN-HARVEY, **:** **CHAPTER 13**

:

CASE NO.: 22-10756-amc

Debtor, **:**

ORDER

AND NOW, upon consideration of the Debtor's for Permission to Approve a Loan Modification, and after notice and hearing, and there being no objection thereto, it is hereby **ORDERED** that:

1. The Motion is **GRANTED**.
2. The Debtor is **AUTHORIZED** to enter into the loan modification transaction as set forth in the Motion.

Dated: _____

**ASHELY M. CHAN,
U.S. BANKRUPTCY JUDGE**

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LISA GREEN-HARVEY, : **CHAPTER 13**
: **CASE NO.: 22-10756-amc**
Debtor, :

Certificate of Service

Michelle Lee, being duly sworn according to law, deposes and says that I served the Debtor's Motion for Permission to Approve a Loan Modification and Notice thereof upon the following individuals listed below, by electronic means, email and/or first-class mail on 10/25/2022.

Kenneth E. West, Chapter 13 Standing Trustee
P.O. Box 40837
Philadelphia, PA 19107

Charles Wohlrab
Robertson, Anschutz, Schneid, Crane & Partners, PLLC
10700 Abbott's Bridge Rd., Suite 170
Duluth, GA 30097

Lisa Green-Harvey
1219 68th Avenue
Philadelphia, PA 19126

ALL ATTORNEYS OF RECORD

ALL PARTIES ON CLERK'S SERVICE LIST

ALL CREDITORS AT THE ADDRESS LISTED ON THE MATRIX AND/OR at the ADDRESS LISTED ON FILED PROOFS OF CLAIMS

And notice to be filed electronically with the Court, where it is available for viewing and downloading from the Court's ECF system, and that such electronic filing automatically generates a Notice of Electronic filing constituting service of the filed document upon all of the parties required by Federal Rule of Bankruptcy Procedure 3020(b)(1) and all parties that have requested service of papers in this case.

Respectfully Submitted,
/s/ Michelle Lee
Michelle Lee, Esquire
Dilworth Paxton LLP
1500 Market Street
Suite 3500E
Philadelphia, PA 19102

IN THE UNITED STATES BANKRUPTCY COURT



Loss Mitigation
25015 Oldway Blvd Suite 500
Dallas, TX 75244
Telephone (877) 768-3759
Fax (866) 926-5496
www.selenefinance.com

Hours of Operation (CT)
Monday – Thursday: 8 a.m. – 9 p.m.
Friday: 8 a.m. – 5 p.m.

September 20, 2022

LISA GREEN-HARVEY
1219 68TH AVE
PHILADELPHIA, PA 19126

Re: Name: **LISA GREEN-HARVEY**
Loan #: **[REDACTED]**
Property: **1219 68TH AVE, PHILADELPHIA, PA 19126**

Dear **LISA GREEN-HARVEY**:

Our records indicate that you are currently under the protection of the bankruptcy court. Selene Finance makes every effort to ensure compliance with the Bankruptcy Code. If you have an attorney representing your interests in the bankruptcy case, please forward this document to your attorney to obtain approval from the Bankruptcy Court. If you do not have an attorney, it is your responsibility to seek approval of the Bankruptcy Court in connection with this agreement.

Enclosed are three (3) copies of the Modification Document Packages ("Documents") which reflect the proposed terms of your modified mortgage, as described herein ("Modification"). To accept this offer, each person named in the document must:

- Sign the Documents **in front of a Notary Public (and Witnesses, if required)**.
- Return two (2) sets of signed/notarized Documents in the prepaid Federal Express envelope.
- Keep one (1) set of signed/notarized Documents for your records.
 - Include a check payable to Selene Finance LP (include your name and loan number), for the **Modified First Payment Due Date** explained below. Please note that your loan will not be modified without the modified first payment, or any subsequent payments that come due.

The modified principal and interest payment is **\$1,275.57** plus an escrow payment for taxes and insurance initially estimated to be **\$885.00** for a total monthly payment of **\$2,160.57**. (Collectively your "Modified Payment"). Your first Modified Payment is due on or before **November 1, 2022** (the "Modified First Payment Due Date")

This Modification also includes a **BALLOON PAYMENT** of **\$120,257.77** that will be **due at the Maturity of the loan** (the "Balloon Amount"). The Balloon Amount shall be due and payable prior to the Maturity Date in the event of one of the following occurrences: (i) the date you sell or transfer your interest in the Property, or (ii) the date the mortgage loan is paid in full. The Balloon Amount shall be included in the payoff amount and will include the unpaid principal balance along with any accrued interest at that time.

Please note the following:

- No changes may be made to any of the Documents
- Follow all instructions on the enclosed Signature, Witness, Notary Requirements

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Please note that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

For Servicemembers and their Dependents: The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember's active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.

- All borrowers must sign all the Documents
- All Documents must be dated on the day they are signed

If the terms are consistent with your understanding of the modified terms of your Mortgage, please execute the Documents and return two copies to Selene Finance LP at the address above. The original Documents should be returned on or before **October 5, 2022**. A prepaid Federal Express envelope is included for your convenience.

Selene Finance LP values its customer relationships and wants this opportunity to modify your loan to be a positive experience. If you have any questions about your Documents, or you would like any additional information, please do not hesitate to contact your Single Point of Contact at (877)-768-3759.

JERRY DANIELS

Loss Mitigation
Department



3500 Owens Blvd
Dallas, TX 75019
Telephone (877) 768-3759
Fax (866) 926-5498
www.selenefinance.com

September 20, 2022

Hours of Operation (CT)
Monday – Thursday: 8 a.m. – 9 p.m.
Friday: 8 a.m. – 5 p.m.

MARGOLIS EDELSTEIN THE CURTIS CENTER - GEORGETTE MILLER
GEORGETTE MILLER
170 S. INDEPENDENCE MALL W SUITE 400
PHILADELPHIA, PA 19106

Re: Account Number: [REDACTED] Loan»
Mortgagor(s): **LISA GREEN-HARVEY**

Property: **1219 68TH AVE**
PHILADELPHIA, PA 19126

Dear **MARGOLIS EDELSTEIN THE CURTIS CENTER - GEORGETTE MILLER:**

Thank you for working with Selene Finance LP ("Selene") to facilitate a completed loan modification for your client(s) on the above referenced account.

Now that the loan modification process is complete, we are reaching out to you to confirm your continued representation of the mortgagor(s) and whether or not we may contact the mortgagor(s) directly in the future. Please check the appropriate blank(s) below, sign, and return this letter to Selene. Upon receipt, we will update our records accordingly.

____ Our law firm no longer represents the mortgagor(s) and Selene may resume contact with the mortgagor(s) directly.

____ Our law firm continues to represent the mortgagor(s), however, we authorize Selene to contact the mortgagor(s) directly.

Attorney Signature: _____

*Please note that if you maintain representation of the mortgagor(s) post modification and you do not wish for Selene to contact the mortgagor(s) directly, no action is required.

If you have any questions, please call us toll-free at (877) 768-3759.

Sincerely,

JERRY DANIELS
Selene Finance LP

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Please note that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

For Servicemembers and their Dependents: The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember's active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.

Loan No. [REDACTED]
Borrower(s): LISA GREEN-HARVEY

BALLOON PAYMENT / DEFERRED BALANCE RIDER

(For Fixed Interest Rate Modifications with Balloon Payment and/or Deferred Balance)

THIS BALLOON PAYMENT RIDER is made this 20TH day of SEPTEMBER, 2022, (this "Rider") by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") being executed simultaneously herewith. Any undefined capitalized terms herein shall have the same meaning as in the Agreement.

RECITALS

WHEREAS, Borrower and Lender entered into the Agreement in order for Lender to provide Borrower with a more affordable mortgage payment;

WHEREAS, in order to provide the Borrower a more affordable mortgage payment, the Agreement includes a Balloon Payment (as further described below); and

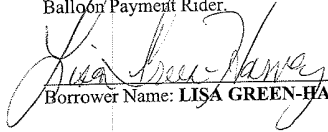
WHEREAS, Lender and Borrower have executed this Rider to acknowledge the effect of the Balloon Payment within the Agreement.


IT IS THEREFORE AGREED TO AS FOLLOWS:

1. Borrower's Loan Modification Agreement contains the following balloon payment(s).
2. Borrower understands that he/she must repay the entire unpaid principal balance of the loan and interest on **OCTOBER 1, 2052** (Maturity). If the loan is not paid off prior to that date, a Balloon Payment in the amount of \$120,257.77, will be due on Maturity.
3. The total amount of all balloon payments and/or Non-Interest Deferred Amounts, pursuant to the terms of the Agreement shall be \$120,257.77 (the "Final Payment Amount").
4. The above Final Payment amount is due on Maturity and amount is based on all other monthly payments being paid as scheduled. However, if Borrower is still obligated under the terms of the Agreement at Maturity, any unpaid balance including interest on the loan shall be paid to the Lender at that time.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this
Balloon Payment Rider.


Borrower Name: **LISA GREEN-HARVEY**

(Seal) 
Date

Borrower Name: (Seal) _____
Date

Borrower Name: (Seal) _____
Date

Borrower Name: (Seal) _____
Date



SIGNING AND NOTARY REQUIREMENTS

**** PLEASE BRING THIS SIGNING GUIDE WITH YOU WHEN HAVING THE DOCUMENTS EXECUTED
A NOTARY WILL BE NEEDED TO EXECUTE THE ENCLOSED DOCUMENTS. ****

INSTRUCTIONS BELOW ARE TO ENSURE TIMELY CLOSING:

**** If Marital Status has changed since Origination, please enclose all back up documentation.
(Marriage Certificate, Divorce Decree, Recorded Quit Claim Deed (QCD), Death Certificate, Probate Documents, Asset Documents, etc.) ****

Borrower Signature Requirements:

- Borrower(s) to sign on all signature lines where indicated.
- All documents MUST be signed in BLACK ink.
- All documents MUST be signed in the presence of a notary.
- You must sign your name exactly as your name is printed. If your name is incorrect, please contact the Loan Resolution team: (877)768-3759.
- Absolutely NO white-out, corrections, or revisions are to be made to these documents. *(All documents must be in recordable form.)*
- Funds to close must be in certified funds (cashier's check, certified check or money order). Personal checks will not be accepted and will be returned. (If Applicable)
- Please return all pages included in this package once executed (all pages – 2 sets of the final modification documents, including riders and/or agreements) in the enclosed prepaid envelope within 10 days of receipt.

Witness Requirements:

- Witnesses must print their name beneath their signatures.
- If two witnesses are required on the documents, please ensure two separate witnesses sign.
- Documents requiring witnesses must be witnessed by individual(s) separate from the borrower and/or notary. If witness name is illegible, not printed, or not witnessed by individual(s) other than the borrower and/or notary, the documents will be returned.

Notary Requirements:

- Notaries must clearly print their name below their signatures.
- The expiration date of the notary's commission must be clearly printed or stamped and must be CURRENT.
- The stamp or seal must NOT impede any of the document verbiage or signatures.
- The notary is only to sign in the borrower acknowledgment section.



ATTENTION NOTARY

**ALL dates on signature lines and
acknowledgements must MATCH**

**Please be sure to SIGN and PRINT your name exactly
as it appears on your notary stamp/seal.**

Please see below for example:

BORROWERACKNOWLEDGEMENT

State of {State}
County of {County}

On this {day} day of {Month}, in the year {Year},
before me, the undersigned officer, personally appeared **JOHN DOE AND JANE
DOE [pre-printed name of person acknowledged]**, to be the person whose name
is subscribed to the within instrument, and acknowledged that he/she executed
the same for the purposes therein.

In witness whereof, I hereunto set my hand and official seal.

{Place seal here}
DO NOT COVER ANY TEXT

(Seal)

{Signature of Notary}

Signature of Officer

{Printed name of Notary}

Printed Name

{print: "Notary Public"}

Title of Officer

My Commission Expires: {Month/Day/Year}

**Failure to do so will result in the documents being rejected by the lender and a
new set of documents will have to be executed**

*****PA

Loan No. [REDACTED]
Borrowers ("Borrower"): LISA GREEN-HARVEY

COMPLIANCE AGREEMENT

In consideration of SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association ("Lender") modifying the first lien mortgage loan (the "Loan"), in connection with the property located at 1219 68TH AVE, PHILADELPHIA, PA 19126 (the "Modification"), the undersigned ("Borrower") agrees, upon request of Lender, its successors or assigns ("Note Holder"), or upon request of any person acting on behalf of Note Holder, to fully cooperate with Note Holder or such person to correct any inaccurate term or provision of, mistake in, or omission from any document associated with the Modification. Borrower further agrees to execute such documents or take such action as Note Holder or such person acting on behalf of Note Holder reasonably may deem necessary (including without limitation the correction of any such inaccuracy, mistake, or omission) as will enable Note Holder to sell, convey, seek guaranty of, or market the Modification to any entity, including without limitation an investor, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any bonding authority.

Borrower further agrees to comply with any such request within a reasonable period of time as specified by Note Holder or by such person acting on behalf of Note Holder. Failure to comply shall constitute default under the Note and Security Instrument underlying the Modification, and Note Holder may pursue its available remedies.

BY SIGNING BELOW BORROWER ACKNOWLEDGES THAT BORROWER FULLY UNDERSTANDS THIS COMPLIANCE AGREEMENT OR OTHERWISE HAS SOUGHT THE ADVICE OF COUNSEL.

Date: 10/10/22


LISA GREEN-HARVEY (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower





3501 Olympus Blvd
Suite 300
Dallas, TX 75019
Telephone (877) 768-3759
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September 20, 2022

LISA GREEN-HARVEY
1219 68TH AVE
PHILADELPHIA, PA 19126

Re: Loan #: [REDACTED]
Property: 1219 68TH AVE, PHILADELPHIA, PA 19126

Dear Mortgagor(s):

Enclosed is an application to participate in the Automated Clearing House (ACH) Auto payment Service. Selene Finance LP ("Selene") will be using this application to process your monthly payments. Please complete the form and return it to the address referenced below. Please verify the proper ABA/Transit number with your financial institution's ACH department to avoid any delays in the drafting of your payment.

Selene Finance LP
P.O. Box 8619
Philadelphia, PA 19101
ATTN: Customer Service Department

Upon verification of the information you provide, you will receive a confirmation letter from us advising you of the first scheduled drafting date.

It will be necessary for you to make payments by check or money order or through our website, www.SeleneFinance.com until you receive this confirmation letter.

Please note, however, once your account is successfully enrolled in our ACH Auto-payment service, the auto-draft of your ACH payment will occur on the scheduled day of each month, regardless of the status of your account.

As such, in order to avoid double or unwanted drafting of payments, we respectfully request that you not remit additional payments to Selene by other means, i.e. through our website or our automated pay-by-phone service once your ACH Auto-payments begin.

If we may be of further assistance, please feel free to contact our Customer Service Department toll free at (877) 768-3759.

Sincerely,

Customer Service Department

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Please note that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

For Servicemembers and their Dependents: The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember's active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.

NMLS#6312

Prepared By:
Selene Finance LP
3501 Olympus Blvd, Suite 500
Dallas, TX 75019
877-768-3759

After Recording Please Return To:
ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602
800-777-8759

Property Address:
1219 68TH AVE
PHILADELPHIA, PA 19126

UPI/PIN/Tax ID: 611430500

[Space Above This Line For Recording Data]

36044

Investor Loan No: [REDACTED]

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **20th** day of **September, 2022**, between **LISA GREEN-HARVEY** ("Borrower") and **SELENE FINANCE LP**, as attorney in fact for **U.S. Bank Trust National Association**, not in its individual capacity but solely as owner trustee for **RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **October 30, 2006**, in the amount of **\$234,000.00** and recorded on **November 22, 2006** in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. **51578728**), of the Official (Name of Records) Records of **PHILADELPHIA, PENNSYLVANIA** (County and State, or other jurisdiction) and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at _____



1219 68TH AVE, PHILADELPHIA, PA 19126
(Property Address)

the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **October 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$264,532.41**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.000%**, from **October 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,275.57**, beginning on the **1st** day of **November, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.000%** will remain in effect until principal and interest are paid in full. If on **October 1, 2052** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the



Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
 - a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder



or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

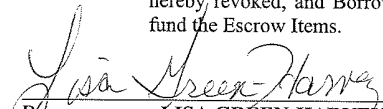
Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the



trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☐.

6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.


Borrower LISA GREEN-HARVEY

Date: 10/10/22



Certificate of Residence:

I/We do hereby certify that the precise address of the within named mortgagee, assignee or person entitled to interest is **3501 Olympus Blvd, Suite 500, Dallas, TX 75019**.

**SELENE FINANCE LP, as attorney in
fact for U.S. Bank Trust National
Association, not in its individual capacity
but solely as owner trustee for RCF 2
Acquisition Trust c/o U.S. Bank Trust
National Association**

By: _____

Its: _____



Loan No.: 2004998622

SELENE FINANCE LP
PREAUTHORIZED AUTOMATIC CLEARING HOUSE (ACH)
DEBITS AGREEMENT (DIRECT WITHDRAWAL)

Mortgagor Name <i>Lisa Green-Harvey</i>	Co-Mortgagor Name <i>NONE</i>
Property Address <i>1219 68th Avenue</i>	Phone <i>215-900-9153</i>
City, State, Zip <i>Phila., PA 19126</i>	Selene Loan # [REDACTED]

The undersigned hereby authorizes Selene Finance LP ("Selene") to initiate electronic transfers from my (our) account indicated below, and from the financial institution named below (the "Bank"), to debit the same from such account. If funds are mistakenly taken from my (our) account, I (we) authorize Selene to initiate a corrective (credit) entry, and provide such to the Bank.

The name, address, account number and routing number of my (our) bank is:

Bank Name <i>Prudential Bank</i>	Bank Routing (ABA #)* <i>[REDACTED]</i>
Address <i>1834 West Oregon Avenue</i>	Account # <i>[REDACTED]</i>
City, State, Zip <i>Phila., PA 19145-4725</i>	Type of Account <input checked="" type="radio"/> Checking <input type="radio"/> Savings

How to identify routing/aba # and account number on checks or deposit slips (checking or savings):

:123456789 : 123456789123 B1234		
Bank Routing Number	Bank Account Number	Check Number (Do not use)

I (we) wish to have my (our) monthly contractual payment withdrawn by using one of the following options - please check Option A or Option B, shown below:

- Please note that your account must be current on the day we receive this completed enrollment form in order to begin the program.
- For all options, if your draft day falls on a weekend or holiday the funds will be withdrawn on the next business day.
- Also for all options, your ACH auto-payments will draft on the scheduled draft date regardless of the status of your account.
- Changes to your monthly ACH auto-payments may be completed through our website.

Payment Change

If the regular monthly contractual payment changes per your note, Selene will provide written notification at least twenty-five (25) days prior to each scheduled payment change.

☒ **Option A: Single Monthly Contractual Payment** This option will draft and apply twelve (12) contractual payments each calendar year. Upon receipt of this form, the draft will begin the next calendar month.

Choose a calendar day below and a payment will be withdrawn the same day each month:

Check one (1): ☐ Due Date ☒ 4 days after due date ☐ 9 days after due date ☐ 14 days after due date

☐ Other _____ (but no later than 14 days after the due date) For example, if your due date is the 1st of the month and you choose 4 days after your due date, your payment will draft on the 5th of each month.

- To begin this option, this completed form must be received by Selene ten (10) days before your next payment is due.
- Any electronic draft attempt by Selene that is not honored by your banking institution shall deem this ACH Debits Agreement null and void and your account may be removed from the ACH program.

☐ **Option B: Bi-Weekly Payments** This option will draft an installment equal to half of your monthly contractual payment every fourteen (14) days. Note: ELOC Accounts are not eligible for this option.

- A total of twenty-six (26) installments will be applied as twelve (12) contractual payments and the total of one (1) payment to reduce principal within a 12 month period.
- To begin bi-weekly payments this completed form must be received at least ten (10) days before your next payment due date. In addition to your account being current, it must be pre-paid by one full contractual monthly payment.
- The first installment will be drafted on the first Friday of the same month the ACH drafting begins.
- The first installment drafted will be held in an as an Unapplied Balance until the second installment is drafted. The full contractual payment will then be applied to your account the next business day.
- The bi-weekly payments will auto-draft every other Friday.
- Any electronic draft attempt by Selene that is not honored by your banking institution, shall deem this ACH Debits Agreement null and void and your account may be removed from the ACH program.

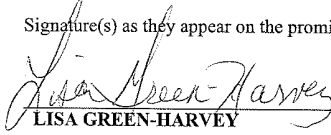
☐ **Additional Principal Payment** In addition to the monthly contractual payment due under my (our) account, I (we) wish to have additional funds taken with each contractual payment to be applied to PRINCIPAL. If YES, enter AMOUNT \$ _____. For Option B a principal payment will be divided into two (2) one-half payments and drafted along with each of your one-half contractual payments.

This authority to perform electronic transfers is to remain in full force and effect until Selene has received written notification from me (or either of us) of its termination in time to afford Selene a reasonable opportunity to act on it, but in no event less than thirty (30) business days prior to the applicable draft date.

Until such request is received by Selene, I (we) agree that Selene shall be fully protected in complying with the terms of this agreement. If your account should become delinquent in excess of (90) days, your account may be removed from the ACH program and you will be required to cure any default and re-qualify for the ACH program.

I (we) acknowledge that if I (we) enter into litigation with regard to an account secured by this property or file for protection under the US Bankruptcy Code, this agreement will immediately become null and void.

Signature(s) as they appear on the promissory note:


LISA GREEN-HARVEY Date

10/10/22
Date

Common Reasons for Rejection for ACH Enrollment

- Borrower did not indicate a draft date on form.
- Account is not sufficiently pre-paid.
- Agreement is not executed and/or dated.
- Active bankruptcy case - account must be contractually current to participate in monthly ACH.
- Certain banks, such as Bank of America, Chase and Wells Fargo have multiple ABA/Routing numbers, therefore, Selene must have something from the borrower's bank indicating the bank Routing/ABA Number, account number and the Borrower's name on the account.

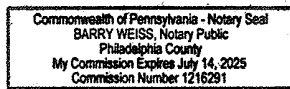
Selene Finance LP
P.O. Box 8619
Philadelphia, PA 19101
Fax: (866) 926-5496
Attn: Customer Service

ACKNOWLEDGMENT

State of Pennsylvania §
County of Philadelphia §

On this 10 day of October, 2022,
before me, the undersigned officer, personally appeared **LISA GREEN-HARVEY**, known to
me (or satisfactorily proven), to be the person whose name is subscribed to the within
instrument, and acknowledged that he/she executed the same for the purposes therein.

In witness whereof, I hereunto set my hand and official seal.



[Signature]
Notary Public

Barry Weiss
Printed Name

Notary Public
Title of Officer

(Seal)

My Commission Expires: 07/14/2025



Certificate of Residence:

I/We do hereby certify that the precise address of the within named mortgagee, assignee or person entitled to interest is **3501 Olympus Blvd, Suite 500, Dallas, TX 75019.**

**SELENE FINANCE LP, as attorney in
fact for U.S. Bank Trust National
Association, not in its individual capacity
but solely as owner trustee for RCF 2
Acquisition Trust c/o U.S. Bank Trust
National Association**

By: _____

Its: _____



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
**SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not
in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S.
Bank Trust National Association**

By: _____
_____-Lender Date of Lender Signature

ACKNOWLEDGMENT

State of _____ §
County of _____ §

The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization, this _____ by
_____, _____ of **SELENE
FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its
individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank
Trust National Association, a Delaware limited partnership, on behalf of the limited
partnership. He/she is personally known to me or who has produced
_____ as identification.**

Signature of Person Taking Acknowledgment

Name Typed, Printed or Stamped

Title or Rank

Serial Number, if any: _____

(Seal)

My Commission Expires: _____



EXHIBIT A

BORROWER(S): LISA GREEN-HARVEY

LOAN NUMBER: [REDACTED]

LEGAL DESCRIPTION:

STATE OF PENNSYLVANIA, COUNTY OF PHILADELPHIA, AND DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT OR PIECE OF GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED. SITUATE IN OAK LANE IN THE 61ST (FORMERLY PART OF THE 50TH) WARD OF THE CITY OF PHILADELPHIA, DESCRIBED ACCORDING TO A SURVEY THEREOF MADE BY WALTER BRINTON, ESQUIRE, SURVEYOR AND REGULATOR OF THE FIFTH DISTRICT ON THE 1ST DAY OF JUNE A.D., 1904, AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SIXTY-EIGHTH AVENUE NORTH AT THE DISTANCE OF 153 FEET, 2-1/2 INCHES EASTWARD FROM THE EAST LINE OF 13TH STREET EXTENDING NORTH 11 DEGREES, 22 MINUTES EAST, 166 FEET, 7-7/8 INCHES TO A POINT; THENCE EXTENDING SOUTH 81 DEGREES, 59 MINUTES, 31 SECONDS EAST 80 FEET 1-5/8 INCHES TO A POINT; THENCE EXTENDING SOUTH 11 DEGREES, 22 MINUTES WEST, 171 FEET 3-7/8 INCHES TO A POINT IN THE NORTH LINE OF SAID SIXTY-EIGHTH AVENUE NORTH; AND THENCE EXTENDING NORTH 78 DEGREES, 39 MINUTES WEST ALONG THE SAID NORTH LINE OF SAID SIXTY-EIGHTH AVENUE NORTH 80 FEET TO THE PLACE OF BEGINNING. BEING KNOWN AS 1219 W. 68TH AVENUE. CITY PARCEL/REGISTRY NO.: 127 N 16-28 STREET CODE/HOUSE NO.: 89250-01219 BRT NO.: 61-1-4305-00 BEING THE SAME PREMISES WHICH BOHDAN CHAPLYNSKY, WIDOWER, BY DEED DATED 8/30/1996 AND RECORDED IN PHILADELPHIA COUNTY ON 1/28/1997 IN DEED BOOK 211, PAGE 188 GRANTED AND CONVEYED UNTO WILLIAM D FLEMING, IN FEE.



UPI/PIN/Tax ID: 611430500

ALSO KNOWN AS: 1219 68TH AVE, PHILADELPHIA, PA 19126



Loan No. [REDACTED]
Borrowers ("Borrower"): LISA GREEN-HARVEY

LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 20th day of September, 2022, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

1. Escrow Items

Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked. Borrower is hereby advised that beginning on the monthly payment due date set forth above, the amount of Escrow Items will be included with Borrower's monthly payment of principal and interest.

2. Interest Accrual Change.

Depending on the terms of your original note, interest may have accrued on a daily basis. According to the terms of your loan modification, interest will now accrue on an amortizing basis.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.


LISA GREEN-HARVEY (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

